

Employment Agreement

This Employment Agreement (Agreement) is entered into by the University of Oregon (University) and Keith Heyward (Coach).

1. Purpose

University and Coach have entered into this Agreement because the University desires to hire Coach, and Coach desires to work as an employee for the University. For these reasons, University has agreed to employ Coach in a salaried position, and Coach has agreed to be employed by the University upon the terms and conditions set forth herein.

2. Position

2.1 Description of Coach's Responsibilities

- a. Title. Coach is employed as assistant football coach of the University's intercollegiate football team subject to the terms and conditions of this Agreement.

- b. Effort; Compliance. Coach agrees: (i) to devote his best efforts full time to the prompt and efficient performance of all duties and responsibilities of an assistant football coach and such other reasonably related duties and responsibilities (so long as they do not interfere with his duties and responsibilities as assistant football coach) as may be assigned to him from time to time; (ii) to give proper time and attention to furthering his responsibilities to the University; (iii) to comply with all rules, regulations, policies, standards, directives and decisions established or issued by the University or the President, the University Department of Intercollegiate Athletics (Department), the Pacific-12 Conference (PAC-12), and the National Collegiate Athletic Association (NCAA). Coach also agrees that notwithstanding the provisions of Section 4.5, during the Term of this Agreement he will not engage, directly or indirectly, in any business or other activity which would significantly detract from his ability to apply his best efforts to the performance of his duties and responsibilities. Coach also agrees not to usurp any business opportunities of University.

- c. General Administration as assistant football coach. During the period in which University employs Coach as assistant football coach, Coach agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of an assistant football coach in this position. Coach is responsible for assisting with the management and administration of all phases of the intercollegiate football program fully in keeping with the philosophies and objectives of the Department and the University, including compliance with NCAA, PAC-12, and University policies which can be found in the University's Policy Library, currently at policies.uoregon.edu.

d. Day to Day Responsibilities as assistant football coach. As assistant football coach, Coach's specific and essential responsibilities include, but are not limited to, assisting the head coach with: (i) Working with student-athletes involving recruitment and selection, leadership and instruction in personal and athletic development, determining eligibility and promoting academic progress; (ii) Instilling and reinforcing in student-athletes high standards for character and conduct both on and off the field; (iii) Participating in activities to generate and maximize revenue to sustain the men's football program and to support other activities of the Department; (iv) Arranging and conducting practices; (v) Supervising personnel, including assistant coaches, graduate assistants and others, providing orientation and training as appropriate, conducting performance evaluations at least annually; (vi) Assisting with the conditioning, training, safety and discipline of student-athletes including, developing and communicating team rules and effectively implementing them; (vii) Directing the team at all football games and events; (viii) Participating In clinics, exhibitions, and camp activities as reasonably requested by the athletic director or head coach; (ix) Participating in public relations events as reasonably requested by the athletic director or head coach; (x) Cooperating with other Department and University personnel, including other coaches; and (xi) Performing other duties as reasonably requested by the athletic director or head coach.

e. Ethical Responsibilities: The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Coach, as a member of the Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the athletic director, the University, the PAC-12 Conference and the NCAA. In addition, University Intercollegiate Athletics Policy § 8.036 reflects and specifies certain requirements regarding ethical conduct, as does University's Conflict of Interest and Conflict of Commitment policies, each of which, as amended from time to time, shall be deemed a part of this Agreement. Coach further agrees to comply with all applicable constitutions, bylaws, interpretations, laws, policies, standards, directives, rules or regulations relating to the conduct and administration of the football program. If Coach becomes aware, or has reasonable cause to believe, that violations of applicable constitutions, bylaws, interpretations, laws, policies, standards, directives, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the athletic director. Coach also agrees to adhere to, to respect and to follow the academic standards, requirements and policies of the University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes.

2.2 Reassignment.

The University's intent is for Coach to serve as the assistant football coach of the intercollegiate football team throughout the Term of this Agreement. However, Coach understands that the University retains the right to assign Coach to other positions with different duties during the Term of this Agreement (Reassignment). Should such Reassignment be under consideration, University shall consult with Coach

and seek Coach's input at least thirty (30) calendar days before a Reassignment is made. In no event, however, will Coach be assigned to a position that is not, in University's sole good faith judgment, consistent with his education, expertise or experience, nor will Coach's Guaranteed Salary be reduced during the Term of this Agreement. If University reassigns Coach and Coach refuses to accept such reassignment, University must terminate this Agreement pursuant to the terms and conditions for termination by University set forth in Section 6.2 below.

2.3 Reporting Relationship.

As assistant football coach of the intercollegiate football team, Coach shall report to the head football coach or another member of the senior athletic administration as designated by the athletic director.

3. Term of Agreement

The term (Term) of this Agreement shall begin on January 2, 2017, and end at 11:59 pm Pacific Time on January 31, 2019, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) shall be any twelve (12) month period during the Term from 12:00 am February 1 to 11:59 pm on January 31.

Contract Year 1:	January 2, 2017 – January 31, 2018
Contract Year 2:	February 1, 2018 – January 31, 2019

4. Compensation

Coach is entitled to compensation as identified in this Agreement. Coach may earn supplemental income related to his employment as and to the extent approved by the University and consistent with NCAA and PAC-12 regulations. All payments from University are subject to applicable deductions and withholdings for tax purposes and employee benefit programs in which Coach participates. All payments are also subject to the terms and conditions in Sections 6 and 7 regarding termination of this Agreement.

4.1 Salary

Effective January 2, 2017, University shall pay Coach a Guaranteed Salary of three hundred seventy five thousand dollars (\$375,000) per year. Coach's Guaranteed Salary shall be paid in equal installments on the University's regular pay days.

4.2 Fringe Benefits

- a. Coach shall be entitled to participate in the University fringe benefits offered to other employees

that share his status as an Officer of Administration. These include (but are not limited to) group life insurance, medical, dental, and vision insurance; paid vacation and sick leave; disability insurance; participation in the Optional Retirement Plan; and opportunities to invest in tax deferred annuities and deferred compensation plans.

b. Coach is eligible for paid vacation as set forth in University policies applicable to Officers of Administration, except as set forth in this agreement. Coach understands and agrees that Coach must notify and obtain the approval of the head football coach in advance of using vacation. Coach understands that a maximum of 260 hours of vacation time may be accrued. Coach further understands and agrees that Coach will not receive payment for any unused vacation upon resignation or termination (for or without cause.) Coach acknowledges that the University will record as vacation regular work days on which the employee is absent during off-season periods in the event that Coach fails to properly record such time as vacation or sick leave.

c. Coach will receive reimbursement for all business-related travel and out-of-pocket expenses, including travel expenses for his spouse (whenever deemed appropriate by the athletic director), consistent with University policy.

d. University shall pay the costs of Coach's spouse to travel to one regular season away football game per season. In the event that the football team participates in a post-season bowl game, University agrees to pay the costs for a spouse of Coach's and any of Coach's dependent children living at home to travel to the bowl game. Other travel related expenses for Coach's spouse may be reimbursed when deemed appropriate by the athletic director. Coach understands that these benefits may be subject to taxation. University's obligation under this paragraph apply only so long as Coach is assistant football coach.

e. University shall provide to Coach at all times during the Term of this Agreement while Coach is assistant football coach one (1) courtesy car. The Athletic Department will insure the car for official business, but Coach must provide automobile liability (no less than \$1 million limit) and collision insurance for personal use of the car. Should University be unsuccessful in obtaining the courtesy car for Coach, Coach shall receive a stipend of \$300 per month in lieu of the courtesy car.

f. During the Term of this Agreement while Coach is assistant football coach, Coach will receive, as part of the standard Athletic Department fringe benefit package and to help him fulfill his duties as assistant football coach: two (2) tickets to each home game of each of the University's other varsity intercollegiate athletic teams. University will also provide Coach with six (6) home season football tickets. University will provide reasonable parking accommodations at team facilities. Coach understands that these benefits may be subject to taxation.

g. During the Term of this Agreement while Coach is assistant football coach, Coach will be eligible to receive a reasonable amount of apparel, equipment, and shoes from University's contracted

provider.

h. Coach is eligible to receive a Nike Elite allowance at the discretion of the athletic director.

4.3 Annual Performance Incentives

Each Year during the Term of this Agreement if Coach remains assistant football coach, Coach will be eligible to receive performance incentive payments as follows:

Win Pac-12 North Division	\$10,000
Win Pac-12 Championship Game	\$15,000
Compete in any Bowl Game (and win at least 7 regular season games)	\$15,000
Compete In CFP NY6 (Orange, Cotton, Peach, Fiesta, Rose, Sugar) Bowl Game	\$15,000
Compete In CFP NY6 Bowl Game Designated as CFP Semi-Final Game	\$10,000
Win CFP Semi-Final Game	\$25,000
Win CFP National Championship	\$35,000

Each of the bonus provisions listed above are cumulative. For example, if the team wins the Pac-12 North Division, wins the Pac-12 Championship Game, and competes in CFP NY6 Bowl game designated as a semi-final and loses, Coach will earn \$65,000 in Performance Incentives. Coach is eligible to earn a maximum of \$125,000 in Performance Incentives pursuant to this Section 4.3 if all Performance Incentives are met. Coach must be employed by University and serve as Assistant Coach in the game to earn the applicable bonus. If earned by Coach, the incentive payments shall be made within forty-five (45) days following the season in which such incentive payments are earned.

4.4 Academic Incentives

a. Academic Progress Rate. To the extent permitted by law and in the absence of any adverse impact on any University program, Coach will be eligible to receive academic incentives payments based on the single-year Academic Progress Rate (APR) of the football team. The APR rates measured will be based on the following schedule:

<u>Contract Year</u>	<u>APR Criteria</u>	<u>Date APR Issued</u>
Year 1	2016-17 academic year APR	APR Issued June 2018
Year 2	2017-18 academic year APR	APR issued June 2019

b. APR incentive payments will be based on the following schedule:

<u>Academic Progress Rate</u>	<u>Payment</u>
985 or greater	\$5,000

If earned by Coach, the incentive payment shall be made within forty-five (45) days of the date upon which the NCAA academic progress rate data is available to University. Coach must be employed by University as an assistant football coach at the conclusion of each contract year to earn the APR bonus associated with that Contract Year.

4.5 Opportunities to Earn Outside Income.

While Coach is assistant football coach, Coach shall have the opportunity to earn income from outside the University as a result of his position on the terms and conditions set forth herein.

a. The following general terms and conditions shall apply whenever Coach wishes to earn outside income related to his expertise, experience, or occupation as an assistant football coach: (i) Any outside activities shall not interfere with the full, complete, and satisfactory performance of Coach's duties and obligations as a University employee, recognizing always that his primary obligations lie with the University; (ii) In no event shall Coach knowingly accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA or PAC-12 Conference legislation or the constitution, bylaws, rules and regulations, or their interpretations in effect at the time, and changes of such legislation, constitution, bylaws, rules and regulations or interpretations automatically apply to this Agreement without the necessity of written modification; (iii) Coach shall disclose to, and obtain the advance written approval of the athletic director before entering into agreements for outside income or in-kind or financial benefits. Subject to other terms of this Agreement, such approval shall not be unreasonably withheld as to arrangements not directly related to coaching responsibilities, information and activities. Except as required by the Athletic Department, Coach shall not endorse or be a spokesperson or celebrity personality for goods or services manufactured, sold or provided by persons or entities other than those with which University has contracted, without prior written approval of University. Such approval shall not be unreasonably withheld.

b. Coach may earn additional compensation as a result of his responsibilities operating University's football youth summer camps. Camp operation is subject to all the rules and procedures outlined in the Athletic Department's Procedural Manual and University policy. The opportunity to operate a camp on or using University facilities is exclusively available to Coach only while he is serving as assistant football coach. University shall have no responsibility or liability for loss of camp income resulting from termination of this Agreement. University does not guarantee any minimal camp-related income. Income

shall be determined consistent with Department procedures and practices.

c. Any income produced by outside activities is independent of this Agreement, and University shall have no responsibility or liability for any loss of such outside income resulting from termination of this Agreement or from the reassignment of Coach, regardless of Coach's expectations based on past history or representations and regardless of whether either party could have foreseen or contemplated such a loss upon termination or reassignment or whether such a loss resulted directly or indirectly from the termination or reassignment.

d. Coach shall not earn outside income from pre-game, post-game or coach's show, "highlights" and other television and radio show broadcasts. Except for spontaneous, live sideline interviews consistent with any restrictions arising out of any University media rights holder agreement, Coach shall not provide any such services, commentary or performance relating to University of Oregon football except as consistent with any University media rights holder agreement unless approved by the Athletic Department.

e. The Athletic Department reserves the right to deal directly with manufacturers, importers, or distributors of athletic shoes, apparel or equipment, and to negotiate and contract for usage and endorsement of their products. Coach shall not enter into any such contracts.

f. Coach shall provide, as and when directed by the University, a detailed accounting in writing of all income and benefits from all sources outside the University.

5. Performance Evaluations

5.1 The head football coach will evaluate Coach's performance of his job duties and responsibilities annually on the same basis as performance evaluations are done for other employees of Coach's classification. These evaluations may take into account prior evaluations and the expectations and goals set for Coach in such prior evaluations.

5.2 As part of the evaluation process, win-loss record, post-season appearance performance (if any), recruiting success, compliance with University, Presidential, and NCAA policies, standards, directives, rules and regulations, student-athlete academic progress, student-athlete development, and fund-raising success shall be taken into account and evaluated against comparably situated and funded Division I intercollegiate athletics programs.

6. Termination without Cause

6.1 Termination due to Death or Disability.

a. This Agreement shall terminate upon Coach's death. This Agreement shall also terminate upon Coach's total disability (within the meaning of University's disability insurance for employees of Coach's classification or within the meaning of Oregon Public Employees Retirement System (PERS) regulations or federal Social Security Administration Regulations).

b. If this Agreement is terminated pursuant to this section because of Coach's death, Coach's compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that his estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by University and due to Coach pursuant to that plan. Coach's dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of Officers of Administration at the University. In addition, University shall pay to Coach's estate any compensation already fully earned but not yet payable under this Agreement.

c. If this Agreement is terminated because Coach becomes totally disabled, Coach shall continue to receive the Guaranteed Salary and any other standard University fringe benefits provided for under this Agreement until such time as Coach becomes eligible for (even if subsequently paid retroactively) total disability benefits from PERS, Social Security, or a private or group insurer, whichever first occurs. At the end of such transition period, if any, all compensation and other University fringe benefits shall terminate.

6.2 Termination by University (not for cause)

a. The University shall have the right to terminate this Agreement at any time for any or no reason. Such termination shall be effectuated by delivering to Coach written notice of University's intent to terminate this Agreement without cause and shall be effective upon delivery to the Coach or upon the date stated in the letter, whichever is later (Termination Date). University shall not be obligated to state a reason for termination of Coach without cause. If University exercises its right under this Section 6.2, Coach shall be entitled to damages only as provided for in Section 6.2.b below.

b. If University terminates this Agreement under this Section 6.2, University shall pay to Coach, as liquidated damages, the following:

One hundred percent (100%) of Coach's Guaranteed Salary at the time of termination multiplied by the number of years remaining in this agreement. Partial years shall be prorated by multiplying Guaranteed Salary at the time of termination by $X/365$, where X is the number of days remaining in the current contract year at the time of termination.

If head football coach voluntarily leaves his head coaching position at the University, University may terminate this agreement under 6.2. University shall then pay Coach as liquidated damages one hundred percent (100%) Coach's current Guaranteed Salary (at the time of the termination)

for a period of 12 months or the remaining term of this Agreement, whichever time period is less. All terms and conditions regarding this liquidated damages payment outlined in Section 6.2.c, 6.2.d and 6.2.e will apply.

c. University's obligation under Section 6.2.b shall not accrue interest (so long as not in arrears) and shall be paid on a monthly basis over the balance of the scheduled Term of this Agreement. University's obligations shall be subject to Coach's duty to mitigate, as set forth in Section 6.2.e. Failure to pay timely such liquidated damages shall constitute a breach of this Agreement and such sum shall be recoverable, together with reasonable attorney fees (subject to the limitations and conditions of ORS 30.260 to 30.300) in any state court of competent jurisdiction in the State of Oregon. After the Termination Date, Coach will not be entitled to any other employee benefits except as otherwise provided herein or required by applicable law. This means that Coach must return all UO property (including any assigned Courtesy Car) to the university by the Termination Date. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits (including unemployment compensation), or perquisites, or income resulting from activities such as but not limited to, camps, clinics, media appearances, broadcast talent fees, apparel, equipment or shoe contracts, consulting relationships, or from any other (inside-the-University or outside-the-University) sources that may ensue as a result of University's termination of this Agreement under this Section 6.2.

d. Coach and University have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that termination of this Agreement by University under this Section 6.2 may precipitate or lead to Coach's loss of certain salary, benefits, supplemental compensation or other economic advantages or income related to his employment at the University, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by University shall constitute sufficient, adequate and reasonable compensation to Coach for any loss, damages or injury Coach suffers because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section 6.2 shall be without prejudice to any other right (excluding unemployment compensation) Coach may have under applicable law. Coach acknowledges that state and federal taxes must be withheld and paid on liquidated damages as required by law.

e. If University terminates this Agreement under this Section 6.2, Coach agrees to mitigate University's obligations to pay liquidated damages under Section 6.2.b by making reasonable, good faith, and diligent efforts to obtain comparable employment, such as a coaching or athletic administrative position (not necessarily as an assistant football coach) at a university that competes on the NCAA Division I level or with a professional team or with a Division I level or professional (major) league office, or with the NCAA as soon as reasonably possible after termination of this Agreement. Should Coach obtain such comparable employment, University's financial obligations under this Agreement including Section 6.2.b, shall cease so long as Coach's monthly compensation, excluding reasonable and usual non-

monetary fringe benefits such as health and life insurance, club memberships and use of vehicles, is equal to or greater than University's obligation to pay liquidated damages under Section 6.2.b. prorated on a monthly basis. If Coach's monthly compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment is less than University's monthly obligation to pay liquidated damages under Section 6.2.b, the amount of University's obligation to pay liquidated damages shall be reduced by the amount of Coach's compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment. Coach shall promptly inform University of changes in his employment status (including monthly salary and type and value of fringe benefits that are included in the calculation of Coach's compensation) for purposes of the implementation of this Section 6.2.e. Upon request, Coach shall also provide University with copies of appropriate tax returns and other documentation to enable University to confirm Coach's mitigation efforts and University's ongoing duty to pay liquidated damages.

7. Termination for Cause and Discipline

7.1 Coach may be disciplined as determined by the athletic director for: (a) any reason for which an Officer of Administration may be disciplined; (b) for a material violation of any constitution, bylaw, interpretation, rule, regulation, or policy of the NCAA and PAC-12, policy, standard or directive of the University or the President; or (c) any material violation of local, state or federal law or a material breach of this Agreement. Discipline under this provision may be in addition to discipline imposed by the NCAA or the PAC-12 conference. Depending on the violation, the athletic director may provide an opportunity for Coach to remediate or may impose a reprimand, assess a fine (of a day's pay or more), suspend (with or without pay) or, consistent with Section 7.2, terminate Coach. Coach shall cooperate fully with any University personnel in the course of any investigation of illegal or prohibited behavior on the part of students, boosters, employees, administrators, volunteers, or agents of the University.

7.2 University shall have the right to terminate this Agreement for cause prior to its expiration. Coach waives any procedural rights he may have except those contained in this Agreement. If University is considering termination for cause, Coach shall be notified of the grounds and shall have the opportunity to present a statement of denial, explanation or excuse before such termination is finalized.

a. "Cause" shall include in addition to its normally understood meaning in employment agreements and in University Policy (Resignations & Terminations as applied to the University or Presidential policies, standards or directives, any of the following: (i) A deliberate and serious violation of the duties outlined in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities; (ii) Conduct resulting in a conviction for violation of any criminal statute involving moral turpitude or a state or federal felony crime; (iii) A serious violation of any material law, rule, regulation, constitutional provision, bylaw, or interpretation of the PAC-12 Conference or the NCAA, which may, in

the sole good faith judgment of University, reflect or impact materially and adversely upon University or its athletic program or which may result in University being placed on probation by the PAC-12 Conference or the NCAA, including any violation which may have occurred during prior employment at University or another NCAA member institution, either by Coach or by a member of the coaching staff or any other person Coach supervises or directs; (iv) Absence from duty of 60 continuous days (except due to illness documented by a licensed physician) or 60 business days in any twelve (12) month period (except due to illness documented by a licensed physician) without the athletic director's consent (which shall not be unreasonably withheld); (v) a serious violation of any University or Presidential policy, standard or directive; (vi) Failure to prevent misconduct by student-athletes that results in harm to others in circumstances where the Coach could have prevented the misconduct and failed to take reasonable action to do so; or (vii) Any cause adequate to sustain the termination of any other Officer of Administration.

b. If this Agreement is terminated for cause, all obligations of University to make further payments or to provide any other consideration (notwithstanding University Policy (Resignations & Terminations § O as applied to the University or its successor policy, standard or directive) shall cease as of the end of the month in which such termination occurs. In no case shall University be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income whether from University or other sources.

8. Miscellaneous

8.1 This Agreement will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. In no event shall any part of this Agreement be construed as a waiver of sovereign and governmental immunities or limits of liability enforceable in the courts of the State of Oregon.

8.2 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

8.3 The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the parties agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one, which achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.

8.4 No waiver, consent, modification, or change of any term of this Agreement shall bind either party unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, shall be effective only in the

specific instance and for the specific purpose set forth in such signed writing. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to future enforcement of that or any other provision.

8.5 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

8.6 This Agreement may be publicly disclosed in its entirety.

8.7 Coach's position as assistant football coach is not tenure-related and has no academic rank.

8.8 This Agreement, together with all incorporated documents and exhibits attached hereto and referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed by Coach and on behalf of University by its duly authorized representative. The parties hereby acknowledge and agree that this Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

8.9 All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered to the Coach or to the Athletic Director in-person or if delivered by either one of the following two methods: (1) mailed (registered or certified mail, postage prepaid, return receipt requested); or (2) e-mailed to the person's official University e-mail address (read receipt requested). Generally, notices shall be delivered to the following persons simultaneously. However, if in-person delivery is used, the copy will be mailed or e-mailed within a reasonable time thereafter. Delivery is effective on: (1) the date the notice is delivered in-person; (2) three days after notice is placed in the mail; or (3) on the date e-mailed to the person's official UO e-mail address.

To Coach: Keith Heyward
Last known address on file with Human Resources
Official UO e-mail address

With a copy to:

To the University: Director of Athletics
University of Oregon
2727 Leo Harris Parkway
Eugene, OR 97401

With a copy to: Office of the General Counsel
University of Oregon

8.10 All compensation payable to Coach under this Agreement or sums payable to Coach for breach of this Agreement are payable only from revenues of the Department of Athletics or funds made available to the Department of Athletics by University's affiliated foundation. University is not obligated to use state general fund money to pay compensation payable to Coach or to pay sums payable to Coach for breach of this Agreement. Nothing in this section 8.10 shall be construed to affect University's obligation to pay compensation to Coach under this Agreement from the sources of funds identified in this Section 8.10.

The parties indicate their acceptance of and agreement to the terms and conditions of this Agreement by their signatures below.

Coach

University of Oregon



Keith Heyward

1-10-17

Date



Rob Mullens

1/11/17

Date